

EXHIBIT

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Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS	CASE NO. 22-001227-NF -NF
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Court address

101 E. Huron St., Ann Arbor, MI 48107

Court telephone no.

734-222-3270

 Plaintiff's name(s), address(es), and telephone no(s).
 IHealth Pharmacy, LLC d/b/a CET Pharmacy Service

v

 Defendant's name(s), address(es), and telephone no(s).
 Liberty Surplus Insurance Corporation
 2900 West Road, Ste. 500
 East Lansing, MI 48823

 Plaintiff's attorney, bar no., address, and telephone no.
 Ibrahim Hammoud (P75765)
 1050 Wilshire Drive, Ste. 335
 Troy, MI 48084
 P: 248-385-5704

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

 been previously filed in ☐ this court, ☐ _____ Court, where

it was given case number _____ and assigned to Judge _____.

 The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date* 12/13/2022	Court clerk /s/ Takisha Mastin
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*This summons is invalid unless served on or before its expiration date. This document is not to be filed with the court.

STATE OF MICHIGAN
IN THE WASHTENAW COUNTY CIRCUIT COURT

IHEALTH PHARMACY LLC D/B/A CET PHARMACY SERVICE

Plaintiff,

-v-

22-001227-NF
Case No. -NF
Hon. JUDGE TIMOTHY P.
CONNORS

LIBERTY SURPLUS INSURANCE CORPORATION

Defendant.

SEVA LAW FIRM IBRAHIM HAMMOUD (P75765) Attorney for Plaintiff 1050 Wilshire Drive, Ste. 335 Troy, MI 48084 P: 248-385-5704 F: 248-457-5009 ibrahim@sevafirm.com	
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*There is no other pending or resolved civil action arising out of the
transaction or occurrence alleged in the complaint.*

COMPLAINT

NOW COMES, Plaintiff, IHEALTH PHARMACY LLC D/B/A CET PHARMACY SERVICE, by and through their attorneys, SEVA LAW FIRM., and for their cause of action against Defendant, hereby say as follows:

1. Plaintiff, IHEALTH PHARMACY LLC D/B/A CET PHARMACY SERVICE (hereinafter referred to as "Plaintiff") is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

2. Defendant, LIBERTY SURPLUS INSURANCE CORPORATION (hereinafter referred to as "Defendant"), is a corporation duly organized and existing under the laws of

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the State of Michigan and, at all times pertinent herein, was, and currently is, conducting business in the County of Washtenaw, State of Michigan.

3. The amount in controversy is more than Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of costs and attorneys' fees, and/or jurisdiction is otherwise proper with this Court.

4. Pursuant to MCL 500.3112 medical providers "may make a claim and assert a direct cause of action against an insurer."

5. Pursuant to *Michigan Head and Spine Institute v Auto-Owners*, ____ Mich App ____ (2021) (Docket No. 354765), a provider may aggregate multiple claims for multiple patients against a single insurer.

COUNT I

6. Plaintiff hereby incorporates paragraphs 1 through 5 as though fully set forth herein.

7. The patients' listed in **Exhibit A** (hereinafter "the injured parties") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

8. Defendant is first in order of priority to pay for the injured parties' claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

9. Defendant has become obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured parties' care, recovery or rehabilitation as a result of the injured parties sustained accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

10. Plaintiff has provided reasonably necessary products, services and/or accommodations to the injured parties and continues to do so, resulting in the following

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outstanding balances:

- a. Gregory Clay: \$19,577.10
- b. Deon Geary: \$8,022.60
- c. Larrie Johnson: \$7,521.20
- d. Jasmire King: \$32,858.00
- e. Angel Lyons: \$29,315.00
- f. Leroyal Partee: \$16,595.30
- g. Hersel Patrick: \$36,817.10
- h. Davida Reed: \$7,748.20

11. Plaintiff timely submitted billings to Defendant for medical services that were rendered to the injured parties and that were reasonably necessary for the care, recovery or rehabilitation of the injured parties for their injuries.

12. Plaintiff also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured parties.

13. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

14. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiff for the services rendered.

15. Pursuant to MCL 500.3157, Plaintiff is entitled to recover the outstanding balances for the medical services rendered to the injured parties from Defendant.

16. Plaintiff has requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

17. Plaintiff is entitled to reasonable and actual attorney fees incurred in this action

pursuant to MCL 500.3148.

18. Plaintiff is also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

**COUNT II- BREACH OF CONTRACT/CONTRACTUAL
AND/OR STATUTORY DUTIES**

19. Plaintiff re-alleges and reincorporates each of the preceding paragraphs as though fully set forth herein.

20. Defendant's failure to pay Plaintiff's personal protection insurance benefits constitutes a material breach of contractual and/or statutory duties pursuant to the contract where the injured parties is qualified as an "insured," or otherwise entitled to benefits and/or pursuant to MCL 500.3101, *et seq.*

21. As a direct and proximate cause of Defendant's breach of contractual and/or statutory duties, Plaintiff has sustained damages.

WHEREFORE, Plaintiff claims as damages against Defendant in the amount of \$158,454.50, plus payment for any additional services rendered during the pendency of this matter, plus costs, attorney fees, and interest most wrongly sustained.

Respectfully Submitted,

THE SEVA LAW FIRM

/s/ Ibrahim Hammoud

IBRAHIM HAMMOUD (P75765)
Attorney for Plaintiff
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Troy, MI 48084

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EXHIBIT A

PATIENT NAMES	CLAIM NO.	DOB	INITIAL DOS	BILLED AMOUNT
Clay, Gregory	AB94922293	11/25/1977	10/27/2021	\$19,577.10
Geary, Deon	761163010	9/21/1997	1/14/2022	\$8,022.60
Johnson, Larrie	801180210	7/20/1992	10/16/2021	\$7,521.20
King, Jasmire	741180210	11/11/1986	12/24/2021	\$32,858.00
Lyons, Angel	AB949422618	2/25/2003	12/1/2021	\$29,315.00
Partee, Leroyal	741180210	9/3/1989	1/6/2022	\$16,595.30
Patrick, Hersel	AB949422618	1/2/1996	12/3/2021	\$36,817.10
Reed, Davida	AB949102893	7/25/1993	9/20/2021	\$7,748.20
OUTSTANDING TOTAL:				\$158,454.50



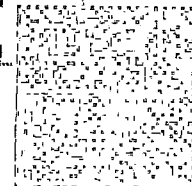
1050 Wilshire
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NEOPOST

SEP 2022



NEOPOST

\$008.06⁰⁰

09/15/2022 ZIP 48084
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US POSTAGE

Liberty Surplus
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48823-638625

